



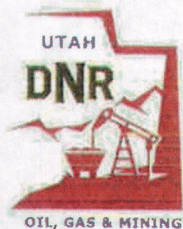
50350044
TASK ID# 6949
RECEIVED E-Mail cc:
Lesli

OCT 27 2015

Div. of Oil, Gas & Mining

Application for Bond Release

Operator/Permittee: Whitaker Construction Co., Inc.	
Mine/Project Name: Herriman Pit	Permit ID#: S/035/0044
	Permitted Acres: 5
Reason for Bond Release: Reclaimed back 5 acres	
Amount of Existing Surety: \$60,500	
Amount of Surety requested for release: Max possible	
Partial Release of a <u>portion</u> * of the mine site: Acres Regraded: 5 acres Specify Area: See map	Partial Release of <u>entire</u> mine site: (Backfilling and grading are completed) Acres:
Full Release of a <u>portion</u> * of the mine site: Acres to be released: Specify Area:	Full Release of <u>entire</u> mine site: (Vegetation is established and has survived three growing seasons.) Acres to be released:
*For a bond release on a portion of the mine site, submit an updated map removing the released area from the disturbed or bonded area.	



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Div. of Oil, Gas & Mining

Application for Bond Release


Reclamation practices must be completed in accordance with R647-2-109, or R647-3-109, or R647-4-111 as applicable.

Have any shafts and tunnels been permanently sealed? No shafts or tunnels at the site	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Disposal of debris & other materials incident to mining No debris	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Public safety notifications such as posted signs or fences/barriers above high walls Locked gate for other 5 acres	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Drainages, reestablished & stable No drainage, SWPPP intersected	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Structures demolished and deleterious materials disposed of No structures or deleterious in secondary containment	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Erosion Controlled Yes	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Slopes, waste piles, fills regraded Regraded	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Highwalls stabilized to an angle of 45° or less No highwalls	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Meets Post mining Land Use (Indicate Land use) Wildlife	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Roads and/or pads have been reclaimed 1 existing road for property owner	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Dams, Impoundments, Ditches, Pits reclaimed None on site	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Topsoil redistributed – amendments added Topsoil on site	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Vegetation meets 70% of the pre-mining cover? Seeded on 10-21-15 **See original seed tags Note: For Final Bond Release vegetation must meets 70% of premining cover and has survived three years for or has survived one year growing season to maintain small mine status.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Plugging of boreholes If Answer is Yes, please fill out page 3 of this form	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
DESCRIPTION of RECLAMATION ACTIVITIES COMPLETED (Describe any variance(s) that have been granted, date activity completed)	



Div. of Oil, Gas & Mining

I hereby certify that I am a responsible official of the applicant and that the information contained in this application is true and correct to the best of my information and belief in all respects with the laws of Utah in reference to commitments and obligations, herein.

 VP of Operations
Sign Name, Position

10-27-15

Date

Division of Oil, Gas and Mining
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Phone: (801) 538-5291

o:\forms\bonding forms\bond-release\mr-site rev2014.doc

From: Granite Seed - Lehi
1697 W 2100 N
Lehi, UT 84043

1 of 3

Mix Name: Gravel Pit Mix

1-34136

Mix # 162818

Gravel Pit Mix

Pure Common Name	Variety	G + D or H	Origin
19.41 FESCUE SHEEP	VNS	91 + 0 = 91	Canada
12.12 CRESTED WHEATGRASS	Fairway	98 + 0 = 98	SD
13.91 STREAMBANK WHEATGRASS	Sodar	94 + 3 = 97	WA

0.34 Other Crop Date Tested: 06-JAN-15
4.17 Inert Matter % Hard Seed 0.00
0.05 Weed Seed Noxious Weed: None

Net Weight: 44.96 Lbs. PLS 50.00 Lbs. Bulk

NOTICE TO BUYER LIMITATIONS OF WARRANTIES AND REMEDIES

Crop yield and quality are dependent upon many factors beyond the control of the labeled seller and NO WARRANTY is made for crop yield and quality. The labeled seller warrants that all seed sold has been labeled as required under applicable state and federal seed law and that the seed conforms to the label description, within recognized tolerances. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL.

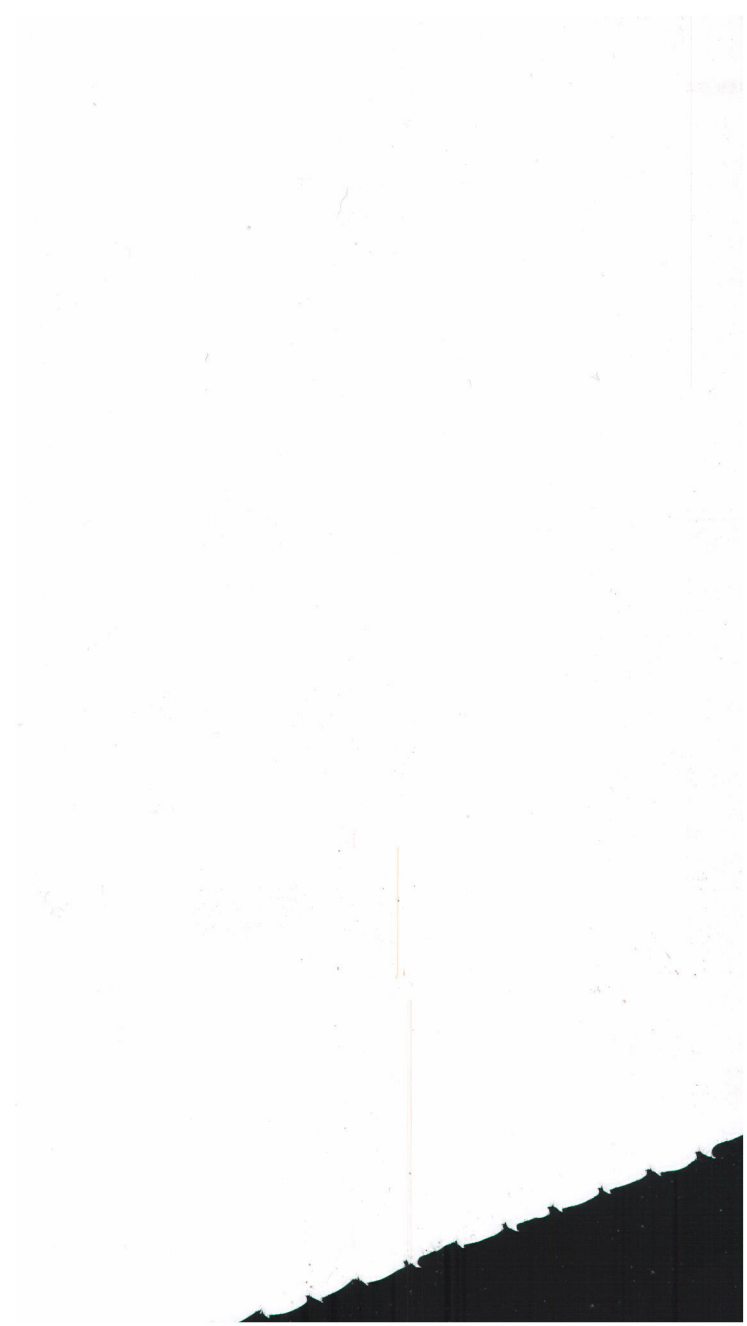
No claim shall be asserted against the labeled seller unless Buyer reports to the labeled seller within a reasonable period after discovery (not to exceed thirty days), any condition that might lead to a complaint. BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR LOSS RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT OR NEGLIGENCE (INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES) SHALL BE LIMITED TO REPAYMENT OF THE PURCHASE PRICE.

By acceptance of the seed, Buyer agrees the terms and conditions stated above are a benefit to the bargain and constitute the entire agreement between Buyer and the labeled seller. Buyer shall return the original unopened seed package to the labeled seller within twenty days of receipt for a refund of the purchase price if not accepted under these terms.

NOTICE: REQUIRED ARBITRATION / CONCILIATION / MEDIATION

The seed laws of several states including Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Minnesota, Mississippi, Montana, North Dakota, South Carolina (Section 46-21-260), South Dakota, Texas and Washington require arbitration, conciliation or mediation of disputes involving alleged defective seed before certain legal actions may be maintained against a seller. North Carolina offers an alternative to court action that allows claims to be investigated and heard before the Special Seed Board. A complaint (sworn for AR, CO, FL, IL, IN, MN, MS, MT, NC, SC, TX, WA; signed only, CA, GA, ID, ND, SD) must be filed with the Department of Agriculture or Seed Commissioner (IN) or State Plant Board (AR) or Commissioner of Agriculture (NC) within such time to permit an inspection of seed, crops or plants (by an Arbitration Committee - AR, ID, MS, SC). In NC, failure to follow this procedure will limit the amount of damages recoverable. Certified copy of complaint must be sent by registered mail to the labeled seller as provided in individual state law. Information about these requirements may be obtained from the state Department of Agriculture.

Will Call:
Whitaker Construction



From: Granite Seed - Lehi
1697 W 2100 N
Lehi, UT 84043

2 of 3

Mix Name: Gravel Pit Mix

1-34136

Mix # 162818

Gravel Pit Mix

Pure Common Name	Variety	G + D or H	Origin
9.41 FESCUE, SHEEP	VNS	91 + 0 = 91	Canada
2.12 CRESTED WHEATGRASS	Fairway	98 + 0 = 98	SD
3.91 STREAMBANK WHEATGRASS	Sodar	94 + 3 = 97	WA
0.34 Other Crop	Date Tested:	06-JAN-15	
4.17 Inert Matter	% Hard Seed	0.00	
0.05 Weed Seed	Noxious Weed:	None	

Net Weight 44.96 Lbs PLS 50.00 Lbs Bulk

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Will Call
Whitaker Construction



Invoice Number:
1-34136

1697 West 2100 North
Lehi, Utah 84043
(801) 768-4422 / (801) 531-1456
Fax (801) 768-3967
Whitaker Construction
44 South 1050 West
Brigham City, UT 84302

Project:

Gravel Pit Mix

Will Call:

Whitaker Construction

Accounting Code:	Customer P.O. 2524-7040	Ordered By: Zeb Reay	Phone Number: 435-723-2921	Date Shipped
Terms: Net 30	Shipper: Will Call	Freight: Prepaid/Collect	FOB:	Sales Rep: Darrell Roundy

Price By	Quantity Shipped	Description	Variety
*** MIX # 162818 GRAVEL PIT MIX ***			
PLS #	50.00	Festuca ovina Fescue, Sheep	VNS
PLS #	35.00	Agropyron cristatum Crested wheatgrass	Fairway
PLS #	15.00	Elymus lanceolatus ssp. psammophilus Streambank wheatgrass	Sodar
			MIX TOTAL PLS # 100.00

Received By:

Zeb Reay

Date:

10.21.15

PACKING SLIP

Invoice will be sent to the SOLD TO address listed

seed for Harriman Pit reclaiming

Please read the reverse side of this form carefully. The terms and conditions of sale set forth on both sides of this form constitute the entire agreement between Seller and Buyer. All purchases of products by Buyer shall be governed and subject to the terms and conditions of sale set forth on the reverse side hereof, as in effect from time to time, and nothing contained in any product order of Buyer shall in any way modify such terms and conditions of sale or add any additional terms and conditions unless agreed upon in writing by a corporate officer of Granite Seed. Any additional or inconsistent terms and conditions of any product order of Buyer shall be deemed stricken from such order and each product order shall be deemed to incorporate all of these terms and conditions of sale. Acceptance by Buyer of these terms and conditions is acknowledged by either (1) Buyer's signature set forth herein, or (2) receipt by Buyer of delivery of the products described herein and failure by Buyer to return such products within five (5) days following such delivery.



Leslie Heppler <lheppler@utah.gov>

Bond Release Form - Herriman Pit S/035/0044

1 message

Brett Nielsen <Brett@whitcon.com>

Tue, Oct 27, 2015 at 2:10 PM

To: lheppler@utah.gov

Cc: john@whitcon.com

RECEIVED E-Mail

OCT 27 2015

Div. of Oil, Gas & Mining

Leslie,

Please find the attached bond release form. The original will be sent by mail.

Thank You,

Brett Nielsen

Vice President of Operations

brett@whitcon.com | www.whitcon.com

office 435-723-2921 | cell 801-330-8397

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